UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK		
	X	
UNQORK INC.,	•	Civil Action No. 1:22-cv-07762-AKH
Plaintiff,	:	
•	:	COMPLAINT
- VS	:	ECF Case
ANIMO SERVICES LLC d/b/a GLORIFI,		

. -----x

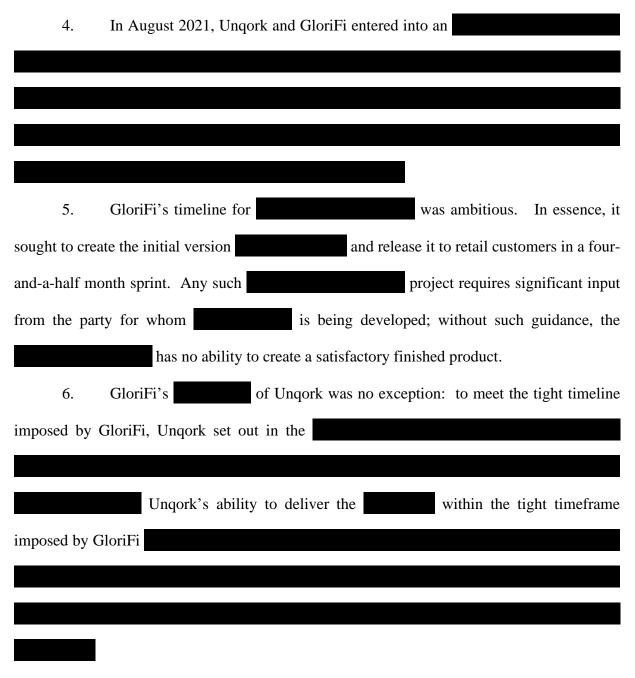
Defendant.

Plaintiff Unqork Inc. ("Unqork"), by and through its undersigned attorneys, hereby alleges for its Complaint against Defendant Animo Services, LLC d/b/a GloriFi ("GloriFi"), as follows:

### **NATURE OF THE CASE**

- 1. This is an action by Unqork for anticipatory breach of contract, based on GloriFi's complete and unjustified repudiation of an executory contract between Unqork and GloriFi, which has caused Unqork to suffer significant monetary damages, including attorney's fees and costs.
- 2. Unqork enables companies to create complex, enterprise-grade solutions through what is known as "no code" software. Unqork offers a visual interface that enables users to design applications by "dragging and dropping" templates to create software applications without traditional software coding.
- 3. GloriFi, a newcomer to the financial services space, sought to offer retail customers the ability to purchase financial products and services, such as banking and insurance,

via an Unqork-built application through which GloriFi could sell its financial and insurance products to its customers.



7. GloriFi consistently failed to meet these dependencies. Even after the initial launch date was postponed for several months due to GloriFi's delays, GloriFi was unable to

meet the necessary for Unqork to develop
8. Over time it became visibly apparent to Unqork's project team that GloriFi's
leadership was a root cause of these delays. GloriFi's leadership created a culture of
intimidation that prevented GloriFi employees from raising concerns to leadership; and refused
to devote the focus and resources necessary to complete its own
9. On April 20, 2022, GloriFi
substantial payment due on one of the invoices issued to GloriFi. As a result, on June 7, 2022,
Unqork provided GloriFi, via electronic mail, with
by making the payment due on this particular invoice within 30 days,
10. Later that same day on June 7, 2022 after GloriFi had already received
Unqork's GloriFi sent to Unqork, via electronic
mail, a purported termination notice in which GloriFi alleged, in sum and substance, that GloriFi
had not timely received it asserted were
due from Unqork by May 25, 2022, and which had been delivered to GloriFi on June 3, 2022.
11. GloriFi had no right to terminate at this point in time, however.
GloriFi had not yet fulfilled
In the absence of compliance with
this to GloriFi. Moreover, as
noted above, GloriFi was from complaining about any alleged delivery
delay, because any alleged delay was directly and proximately caused by GloriFi's repeated
failure to meet its own deadlines for

12.	GloriFi's purported	sent on June 7th instead was a positive
and unequivo	cal repudiation	GloriFi has
refused to ma	ke payment on any invoice due s	ince April 2022.
13.	Accordingly, Unqork is compo	elled to bring this action to seek compensatory
damages for	, i	ncluding, but not limited to, (a) the fees due to
Unqork for w	ork performed through June 7, 2	022, which total \$ (b) the balance
of fees due to	Unqork	, which
amount to at	least \$ (c) attorney's	fees and costs
	and (d) an	y other damages incurred.
14.	Alternatively, GloriFi	by, inter alia,
failing to make	xe the payment due on April 20,	2022 and failing to by July 7,
2022. GloriF	Fi's non-payment, and	, entitles
Unqork to col	lect from GloriFi significant mo	netary damages, including, but not limited to, (a)
the fees due t	o Unqork for work performed th	rough June 7, 2022, which total \$
(b) attorney's	fees and costs	
and (c) other	damages incurred in connection	with GloriFi's

### **THE PARTIES**

- 15. Plaintiff Unqork is a corporation organized under the laws of Delaware, with its principal office located at 85 Fifth Avenue, 6<sup>th</sup> Floor, New York, New York 10003.
- 16. Defendant GloriFi is a limited liability company organized under the laws of Texas, with its principal office located at 11700 Preston Road, Suite 660-394, Dallas, Texas 75230. Upon information and belief, its member is a (or members are) citizen(s) of Texas.

### **JURISDICTION AND VENUE**

- 17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, by virtue of diversity of citizenship. Unqork is a citizen of Delaware and New York, and GloriFi is a citizen of Texas. The amount in controversy, exclusive of interest and costs, is in excess of \$75,000.
- 18. The court has personal jurisdiction over GloriFi because this action arises out of an agreement pursuant to which the parties have irrevocably agreed to submit to the laws and jurisdiction of the federal courts located in the City and County of New York, New York, where, as here, Unqork initiates legal action.
- 19. Venue is proper pursuant to 28 U.S.C. § 1391 because this action arises out of an agreement pursuant to which the parties have irrevocably agreed to submit to the laws and jurisdiction of the federal courts located in the City and County of New York, New York where, as here, Unqork initiates legal action.

### **STATEMENT OF FACTS**

### **Background on Unqork and GloriFi**

- 20. Unqork is a market leader in "no code" software, and offers a platform for the building and configuration of enterprise-grade software applications for its customers. Unqork's customers typically are large, sophisticated global institutions operating in the financial services and insurance industries. Unqork provides its customers with a digital platform that enables the creation of bespoke applications for their businesses.
- 21. Unqork's unique no-code platform employs a visual "drag-and-drop" interface so that its customers can design, build and deploy complex software applications without doing any actual coding, thereby reducing cost and accelerating time to market.

22. Defendant GloriFi is a start-up financial services company that, upon information and belief, was formed just over a year ago, in May 2021.

### The Unqork-GloriFi Agreement

### The July 29 Meeting

- 23. On or about July 29, 2021, Unqork and GloriFi personnel met to discuss engaging Unqork to build a mobile and online services application for GloriFi's retail customers (the "July 29 Meeting").
- 24. At the July 29 Meeting, the parties discussed the parameters of an application that GloriFi sought to roll out to its retail customers in the first quarter of 2022. This included by January 31, 2022, and a by March 31, 2022. In connection with the July 29 Meeting, Unqork identified a number of "delivery assumptions" that GloriFi was required to successfully perform in order for Unqork to meet GloriFi's desired launch date for its application.
- 25. The July 29 Meeting was just one of a number of meetings held between the parties prior to August 9, 2021 (the date the parties signed their agreement), to discuss GloriFi's desired application and the numerous obligations GloriFi would have to meet in order for Unqork to successfully deliver the application on GloriFi's desired timeline.

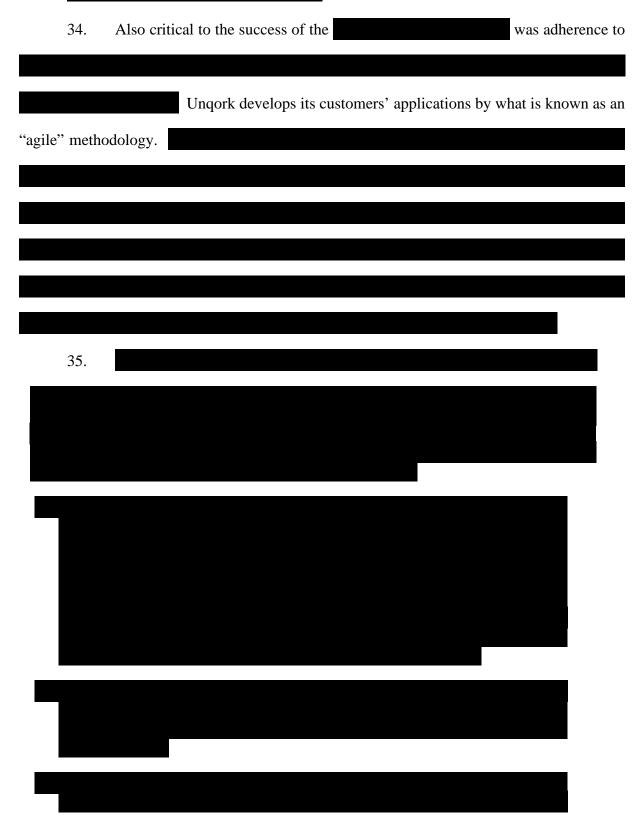
### The Master SaaS Agreement, Order and Statement of Work

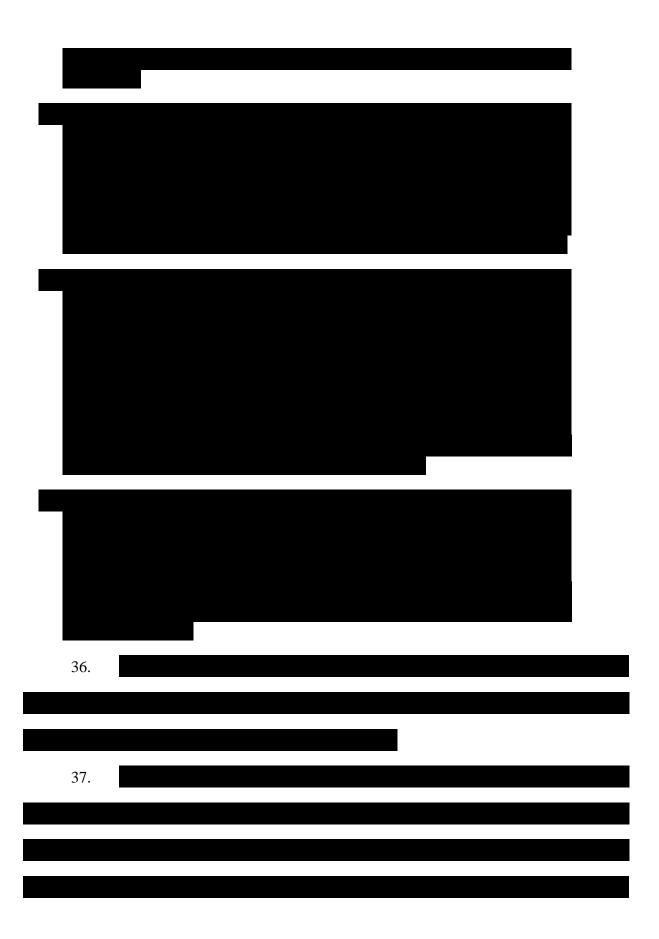
26. On or about August 9, 2021, Unqork and GloriFi entered into a

27.	, Unqork and GloriFi also
	on or about August 17, 2021.
28.	, Unqork and GloriFi
26.	, Unquik and Olomi
	A true and correct copy
The C	GloriFi Application
29.	
30.	

GloriFi's Expedited Timeline and the Obligations of GloriFi Required to Meet This Timeline
31. Among other things, the recognized the "
"involved in the project. The timeline indicated that "
" for aspects of the GloriFi
Application,
32. This ambitious timeline mandated, among other things, that GloriFi provide
33. For example, the stated that "
" The
, all of which were essential to of the GloriFi
Application by January 1, 2022.

### **The User Acceptance Testing Process**





	Repeated Delays During Its Performance of the Unqork-GloriFi Required the Parties to Enter Into Two Successive Change Orders
	First Change Order
38.	Despite its desire to meet an "GloriFi did not come close to
	GloriFi failed to provide Unqork with
	that Unqork required in order to create the GloriFi Application's
39.	Accordingly, on or about December 18, 2021, Unqork and GloriFi modified
Inter alia,	
	A true and correct copy of
40.	Notably, in, GloriFi, "
	" GloriFi further

The S	Second Change Order
41.	Due principally to GloriFi's ongoing shortcomings in meeting timelines and
expectations	
42.	As of January, 2022, GloriFi still had not provided Unqork with
	In addition, GloriFi failed to provide
43.	Accordingly, Unqork and GloriFi
44.	Relevant here,

45.	In order to meet the pushed-back launch date,
	A true and correct copy of
46.	
47.	In light of these specific and
48.	On or about February 22, 2022, Unqork and GloriFi
<del>-1</del> 0,	on of about Politary 22, 2022, Ongoik and Giorn I

		A true and correct copy of
		Entering Into Two Change Orders to Accommodate Its Delays, isted in Causing Additional Delays and Missed Deadlines
	49.	Throughout this project, GloriFi repeatedly failed to meet its deadlines to
provid	le Unqo	ork with
	50.	Although GloriFi continued to demand a tight timeline throughout its dealings
with U	Unqork,	, and by
		Several of the numerous examples of GloriFi's incompetence and
malfea	asance a	are discussed below.
		Fi Severely Delayed Providing Unqork The User Interface/User Experience Design
	51.	
		GloriFi provided its
		between approximately October 2021 and January
2022.		com upprominately consent 2021 and canada
	52.	In or about the middle of February 2022, representatives of Unqork and GloriFi
met, a	t which	time GloriFi described to Unqork
		The substantial modifications sought by GloriFi included,

53. Unqork informed GloriFi that defining and implementing these changes sought
by GloriFi would delay the timeline by at least four weeks,
thus postponing until on or
about April 1, 2022 the date that was supposed to be the
GloriFi Severely Delayed Providing Unqork With Access to the Majesco Billing Platform
54. Another key on which Unqork relied related to
, the GloriFi Application could not
accept customer payments. The
no later than February 9, 2022.
55. Despite this unambiguous deadline, GloriFi did not provide Unqork with
until approximately April 1, 2022 a seven week delay.
As a result, Unqork informed GloriFi that it could not complete
until May 1, 2022 at the earliest. Moreover, even after Unqork first
gained access to on approximately April 1, 2022,
continued to suffer from outages consistently through May 31, 2022. These
additional outages added further to the already significant delays caused by Glorifi.

# GloriFi Severely Delayed Providing Unqork With the "Rater Workbook"

	66. An important aspect of the GloriFi Application was
	Insurance is a highly regulated
industry	and regulatory approval of an insurance company's rates is fundamental something
GloriFi	knew from
	was essential to proper functioning of the GloriFi
Applica	tion; without it, the GloriFi Application would be unable to issue
	GloriFi to produce by the end of
January	
	68. GloriFi failed to satisfy this critical GloriFi continued to modify
	well after January 2022; Unqork was thus unable
	until GloriFi delivered on May 18, 2022 a
fourtee	week delay. Moreover, as of June 7, 2022 and upon information and belief,
	had not yet even been approved by any state insurance regulator.
	GloriFi Severely Delayed Conducting The Required User Acceptance Testing
	59.

60.	This iterative testing cycle is a standard protocol in the software industry.
61.	As a general matter these criteria should be identified by the customer, as it is
the customer	that seeks a particular type of performance for the software application it has
icensed.	
ilcensed.	
	no later than February 22, 2022. Satisfaction of this
was critical fo	demanded by GloriFi.
62.	GloriFi wholly abandoned this deadline too. To begin with, GloriFi revealed
that it had not	as of February 22, 2022, when GloriFi
asked Unqork	for Unqork's for this purpose. GloriFi's desire to
	was nonsensical; it is the operational and performance
expectations of	of the customer against which the software application should be tested.
63.	Nor could GloriFi even determine as of February 22, 2022 which of its own
personnel	GloriFi did not offer its
	until April 4, 2022 six weeks after the
	Even as of June 7, 2022, GloriFi had not provided Unqork with its

64.	As a	result	of (	GloriFi's	failure	to	provide	Unqork	with		
						Ве	cause the	ey did so			
, G	iloriFi	ended u	p rej	porting to	Unqork	c all	eged				

- 65. Moreover, upon information and belief, as of May 25, 2022, the Texas Department of Insurance had not yet authorized GloriFi to begin offering any insurance products in Texas. Nor, upon information and belief, had any other insurance regulator done so in any other state.
- 66. Although suffering from its own deficiencies, GloriFi executives nonetheless acknowledged to Unqork that Unqork was performing well during this time period. For example, on or about March 9, 2022, the Chief Executive Officer of GloriFi's insurance business line (the "Insurance CEO") wrote to Unqork's Chief Executive Officer ("Unqork's CEO"):

I wanted to let you know that your team is really putting every ounce of effort into

I have had some very good calls with Unqork prospects and can easily tell them that the Unqork system is solid and the team behind it are extremely skilled.

Please pass on my thanks and encouragement to your team. . . .

and let's see how big a splash we can make in the market.

### GloriFi's Delays Were Attributable to Its Own Management's Lack of Focus and Ineffective Management Style

- 67. During the course of the project it became apparent to Unqork's team that GloriFi's senior leadership was a root cause of the delays described above, because GloriFi's leadership (a) created a culture of intimidation that prevented GloriFi employees from raising concerns to its leadership, and (b) refused to devote the focus and resources necessary to complete its own obligations according to the agreed timeline.
- 68. First, the behavior of GloriFi's senior leadership appears to have made it all but impossible for GloriFi's own employees to effectively address deficiencies. As a result of being subjected repeatedly to intimidating behavior of senior leadership, certain GloriFi team members privately shared with Unqork team members that they lived in fear of GloriFi's senior leadership and, in particular, the wealthy founder of GloriFi ("the GloriFi Founder"). For example, one GloriFi staff member repeatedly stated to an Unqork team member that the executives in the GloriFi insurance business line were afraid to inform the GloriFi Founder of GloriFi's own deficiencies or the project's lack of progress in relation to the agreed-upon timeline.
- 69. Unqork personnel also have been on the receiving end of these over-the-top tirades from GloriFi's senior leadership. For example, on or about May 17, 2022, senior Unqork team members met in person with senior members of GloriFi's product team, along with GloriFi's Founder, at the GloriFi Founder's home. One important purpose of the meeting was to demonstrate
- 70. At one point during the meeting, the GloriFi Founder wasted over an hour engaging in a hysterical, profanity-laced tantrum, where he complained to at least two different

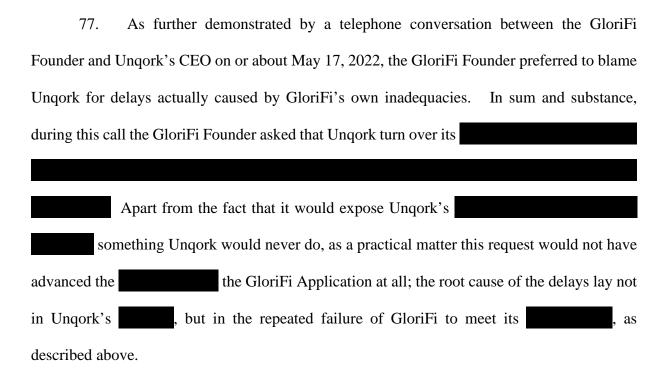
Unqork team members about the GloriFi Application
-- even though the delays were directly and proximately caused by his own team's deficiencies.

- 71. The GloriFi Founder also raged about such non-pertinent matters as Unqork's refusal to consider an unsolicited offer, made by GloriFi's Founder to Unqork, of an equity investment. GloriFi's Founder yelled, in sum and substance, that "This company [GloriFi] is more valuable than your company. We're going to save your ass." The GloriFi Founder, while motioning to GloriFi's Chief Technology Officer, also stated in sum and substance, "This man is God. I am next to God, and these three [other GloriFi employees] are me. If you are talking to them, you are talking to me."
- 72. The next day, on or about May 18, 2022, the Insurance CEO spoke with an Unqork employee about the GloriFi Founder's outburst the day before at the Founder's home. The Insurance CEO stated to the Unqork employee, in sum and substance, "I'm sorry you had to go through that. I have to go through that on a near daily basis. [The GloriFi Founder] always pulls that sort of stuff. Its always because of the drinking."
- 73. Second, GloriFi's senior leadership was apparently unwilling to devote sufficient attention and resources necessary of the GloriFi Application.

  An example of this occurred one day in April 2022, when members of the GloriFi and Unqork product teams met via video conference, with the important purpose of reviewing Unqork's
- 74. At the beginning of the meeting, a GloriFi senior manager launched into a rude and aggressive tirade -- as was his common practice -- where he berated both the Unqork team

(unjustifiably) as well as his own GloriFi team. Call participants' video cameras had been turned off at the beginning of this call, during the tirade carried on by this senior leader.

- 75. After concluding his usual outburst, the GloriFi senior manager appeared to leave the meeting for a period of time. When he rejoined the meeting, this senior manager turned on his video camera (presumably accidentally). As other call participants were addressing the software issues to be discussed, the senior leader could be seen in plain view in a state of undress, on a bed with a companion who was similarly in a state of undress, and, upon information and belief, about to engage in activity wholly inconsistent with the attention needed to achieve the adjustments necessary to be made to the GloriFi Application.
- 76. Moreover, on at least one occasion, the GloriFi Founder expressed a preference for using his wealth and status to circumvent issues, rather than actually working to resolve the underlying business challenge. In particular, the GloriFi Founder told an Unqork team member, in sum and substance, that the General Counsel that the GloriFi Founder had hired to work in GloriFi's insurance division (the "Insurance General Counsel") was ineffective because this attorney could not get approved by Texas insurance regulators. The GloriFi Founder stated, in sum in substance, that he was upset that his attorney had not applied more pressure to advance regulatory approval by throwing around the name of the GloriFi Founder. The GloriFi Founder indicated that he believed he had great political influence in Texas, having "funded big people" that the GloriFi Founder believed he "helped get elected" with his vast fortune. The GloriFi Founder stated, in sum and substance, that in his opinion, [the Insurance General Counsel], while ineffective, "can pick out a great bottle of wine; I can't believe we hired a sommelier as our [General Counsel]."



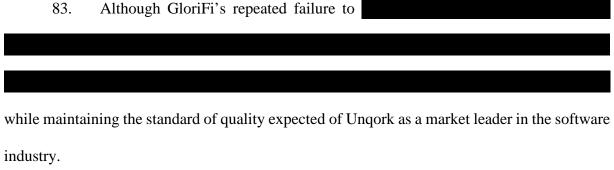
### Conflict And Disarray Within GloriFi Spills into the Open

- 78. The apparent dysfunction pervading GloriFi's senior leadership seemed to spill into the open in early June 2022.
- 79. On June 3, 2022, the Insurance CEO requested that Unqork send a formal letter to the Insurance CEO, which would confirm in writing a decision that Unqork had made, *i.e.*, that it would no longer send its team to Texas to work on site either at GloriFi's offices or the Founder's home, in light of the GloriFi Founder's behavior on or about May 17, 2022. The Insurance CEO indicated he was going to take that letter to GloriFi's Board of Directors that day.
- 80. Later that day, upon information and belief, GloriFi fired the leadership of the insurance division -- the Insurance CEO, the Insurance General Counsel, and the Chief Financial Officer of this business line.

81. Within the next several days, the Insurance CEO spoke by phone with an Unqork team member and said, in sum and substance, that he "believed in Unqork's technology" and that it was important for GloriFi's Board of Directors to understand "how toxic an environment it is with [the GloriFi Founder]." Similarly, on or about June 6, 2022, the Insurance CEO wrote to Unqork's CEO: "I am sure you heard the news. Bizarre to say the least. We were nearly ready to Your people were just awesome, and I love your system. . . . "

### Unqork Satisfied Its Deliverable Obligation Even Despite GloriFi's Repeated and Severe Delays and Internal Dysfunction

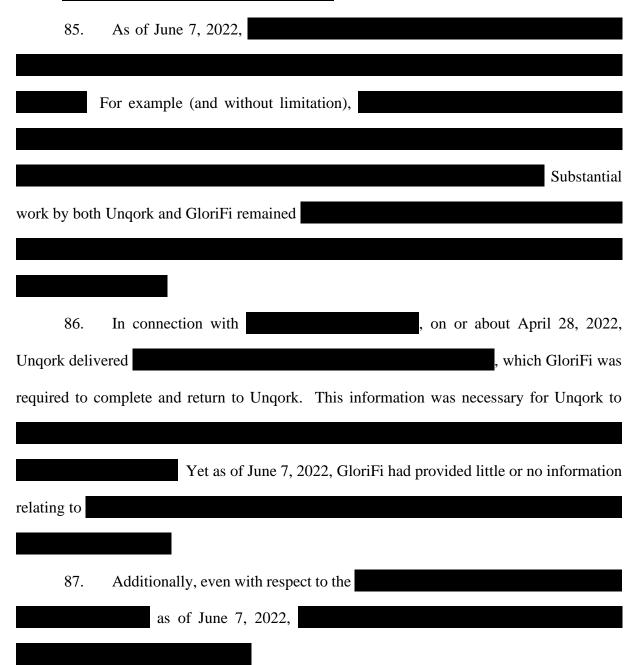
82. Despite GloriFi's repeated and persistent failure to meet timelines -- due fundamentally to its own inadequacies which erupted into the open at about this time -- Unqork nonetheless persisted and satisfied its by June 3, 2022. This was *well in advance* of any later date that would have been reasonable in light of GloriFi's chronic and substantial delays.



This was the case even though, as noted (and upon information and belief),
GloriFi had yet to receive approval from the Texas insurance regulator (or anywhere else) to
actually offer retail insurance products to the public.

## The Unqork-GloriFi Agreement Remained Executory As of June 7, 2022 -- The Date GloriFi Positively and Unequivocally Repudiated The Agreement

### The Unqork-GloriFi Agreement Remained Executory As of June 7, 2022



88.	Beginning approximately February 24, 2022, Unqork met with the GloriFi team
daily to discu	; on approximately April 14, 2022, these meetings began to
occur twice da	aily. And as of June 7, 2022, Unqork continued to work
89.	As Unqork addressed each
90.	Other aspects of the as of
June 7, 2022.	Pursuant to the
	Fi Breaches, and Then Repudiates, Inqork-GloriFi Agreement
91.	On April 20, 2022 at a time Unqork staff worked seven days a week to
overcome hur	dle after hurdle tossed at them by GloriFi GloriFi
by	failing to make payment on an invoice in the amount of \$623,130.
92.	On June 7, 2022, after this payment remained past due,
	, Unqork provided GloriFi, via electronic mail, with

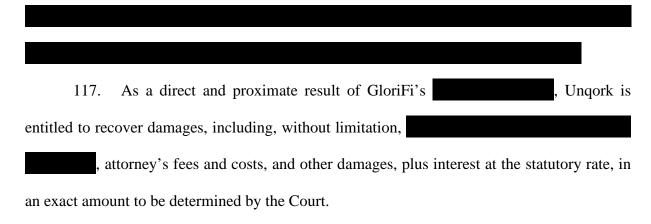
93.	Later the same day on June 7, 2022 <i>after</i> GloriFi had received Unqork's
	In actuality, as a matter of law, the GloriFi
94.	
95.	
06	

_	97.	However, as set forth above in Paragraphs , GloriFi
		because GloriFi had not come close to
		That eventuality had not yet occurred (and never has).
	98.	Moreover, in any event, GloriFi failed
	99.	As of June 7, 2022,
£.,11.,	actisfics	GloriFi has not
iuily	100.	I any of these invoices, amounting to fees owing of \$
	100.	1.10100.01, 30 01 0010 1, 2022,

FIRST CAUSE OF ACTION
(Anticipatory Breach of Contract)

101.	Unqork hereby realleges Paragraphs 1 through as if fully set forth herein.
102.	On or about April 20, 2022, GloriFi
103.	
104.	Later on that day on or about June 7, 2022,
105.	On June 7, 2022,
106.	As of June 7, 2022,
107.	
107.	
108.	

109.	GloriFi has repudiated the Unqork-GloriFi Agreement, resulting in an
anticipatory br	reach of the agreement.
110.	As a direct and proximate cause arising from GloriFi's
	, Unqork is entitled to recover damages, including, without
limitation,	, attorney's fees and costs, and other
damages, plus	interest at the statutory rate, in an exact amount to be determined by the Court.
	SECOND CAUSE OF ACTION (Breach of Contract – In the Alternative)
111.	Unqork hereby realleges Paragraphs 1 through as if fully set forth herein.
112.	Unqork has fully complied with the Unqork-GloriFi Agreement at all relevant
times.	
113.	
114.	On or about June 7, 2022,
115.	
	on July 7, 2022.
116.	



### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Unqork respectfully requests that the Court enter judgment against GloriFi granting the following relief:

- (i) damages, including, without limitation, fees and other damages, plus interest at the statutory rate, in an exact amount to be determined by the Court;
  - (ii) An award to Plaintiff of its costs and attorneys' fees in this action; and
  - (iii) Such other and further relief as this Court deems just and proper.

### JURY TRIAL DEMAND

Plaintiff Unqork hereby demands a trial by jury on all issues so triable, in the event that such relief is available.

Dated: September 2, 2022 New York, New York

Respectfully submitted,

ELLIOTT KWOK LEVINE & JAROSLAW LLP

By:

Matthew L. Levine Rachel J. Rodriguez 565 Fifth Avenue, 7<sup>th</sup> Floor

New York, NY 10017 Tel: (646) 777-4513 Fax: (866) 399-1381

mlevine@ekljlaw.com rrodriguez@ekljlaw.com

Attorneys for Plaintiff Ungork Inc.